

February 7, 2005

Kendrick Moxon
Moxon & Kobrin
3055 Wilshire Blvd., Ste. 900
Los Angeles, CA 90010

By E-mail: knoxon@earthlink.net

Re: [Scientology v. Armstrong](#)
California Court of Appeal
First Appellate District, Division 4
Case Nos. A107095 and A107100

Dear Mr. Moxon:

On February 4, 2005 I received from the California Court of Appeal an envelope postmarked February 1 containing your application for an extension of time filed January 26, 2005 and granted February 1. On February 4 I also webbed the application and posted it to the Usenet newsgroup alt.religion.scientology.

<http://www.gerryarmstrong.org/50grand/legal/a7/appeal/app-extension-2005-01-26.html>

<http://www.gerryarmstrong.org/50grand/legal/a7/appeal/app-extension-2005-01-26.pdf>

Message-ID: <adb8011po7dluurcua6gce4skoh7n6u6pp@4ax.com>

Page 3 of your application is a proof of service by first class mail on me on January 25, 2005 executed by you.

On January 31, 2005 I received, webbed and posted your substitution of counsel, served by mail on me by Angela Parker of Andrew Wilson's office on January 25.

<http://www.gerryarmstrong.org/50grand/legal/a7/appeal/substitution-of-counsel-2005-01-25.html>

<http://www.gerryarmstrong.org/50grand/legal/a7/appeal/substitution-of-counsel-2005-01-25.pdf>

Message-ID: efjtv0ptvoevtb88a7jrnluhuegi5if8b18@4ax.com

I have not received the document you declared that you'd served on me on January 25.

I waited all this time to advise you to give you the benefit of the doubt, and because I couldn't find an e-mail address for you. I am aware that the "Suppressive Person" doctrine spikes any Scientologist's professional canons, that you are the doctrine's enforcer, and that I am an SP to be tricked and destroyed. I am making this record for everyone's clear survival.

When you declare in your proof of service that you're not a party to the within action, that's really not true. You're a beneficiary to the underlying "contract," just as Mr. Wilson was. You were "released" by the "contract," and are identified therein as a "releasee," as well as a beneficiary.

The "contract" that you are seeking to enforce states that you, in addition to your client CSI, are "entitled to liquidated damages in the amount of \$50,000" for each of my religious expressions of my religious beliefs or my religion. The above-referenced case in the Court of Appeal in which you filed your application for extension and your proof of service concerns the same \$50,000 liquidated damages penalty for my same religious expressions of my same religious beliefs and my same religion.

You are not in the same position as Ms. Parker in Mr. Wilson's office. She is not a beneficiary, not a releasee, and not a party. You and Mr. Wilson are beneficiaries, releasees and parties.

My experience with Mr. Wilson as attorney of record in the Scientology cult's cases against me is that he was very dishonest and on a number of occasions cheated on service of case documents on me. See, e.g., <http://www.gerryarmstrong.org/50grand/legal/a7/ga-e-mail-wilson-2003-07-22.html>
<http://www.gerryarmstrong.org/50grand/legal/a7/ga-email-wilson-2003-08-28.html>
<http://www.gerryarmstrong.org/50grand/legal/a7/ga-wilson-2003-09-03.html>
<http://www.gerryarmstrong.org/50grand/legal/a7/ga-wilson-2003-09-09.html>
<http://www.gerryarmstrong.org/50grand/legal/a7/ga-wilson-2003-09-17.html>
<http://www.gerryarmstrong.org/50grand/legal/a7/ga-wilson-2003-09-30.html>
<http://www.gerryarmstrong.org/50grand/legal/a7/ga-wilson-2003-11-24.html>
<http://www.gerryarmstrong.org/50grand/legal/a7/ga-wilson-2003-11-26.html>
<http://www.gerryarmstrong.org/50grand/legal/a7/ga-wilson-2004-02-19.html>
<http://www.gerryarmstrong.org/50grand/legal/a7/ga-wilson-2004-02-20.html>
<http://www.gerryarmstrong.org/50grand/legal/a7/ga-wilson-2004-03-16.html>

As Mr. Wilson's successor counsel of record in your cult's cases against me you are starting off on the same foot.

Because you are a beneficiary, releasee and party, you should not really be signing proofs of service in these cases. But if you do undertake to serve papers on me, you have, I contend, an obligation to be extra careful in your service and extra careful in signing proofs of such service.

Please properly serve on me whatever it is that you declared in your proof of service executed January 25, 2005 that you had served on me. This is still important despite my receipt of the document that the Court of Appeal mailed to me because of the amazing fact that neither your law firm's name nor any address for you appears anywhere in what I received from the Court. <http://www.gerryarmstrong.org/50grand/legal/a7/appeal/app-extension-2005-01-26.pdf>

If you have any questions, please feel free to contact me.

Yours sincerely,

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